

**Receipt of Confirmation  
Of  
Bidding and Contract Documents**

**For**

**EQUIPMENT RENTAL  
FROM MAY 1, 2016 TO APRIL 30, 2017**

All prospective bidders who obtained the Bidding Documents electronically must fax this "Receipt of Confirmation" form no later than 8:00 AM on APRIL 5, 2016 EST to:

Jamia L. Wright, Borough Secretary, at (717) 264-0224.

The undersigned confirms receipt of all 38 pages of the bidding and contract documents dated **MARCH 9, 2016** for the project referenced above as posted electronically at [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us).

Name of Company	_____
Name of Recipient	_____
Signature of Recipient	_____
Title of Recipient	_____
Phone No:	_____
Fax No:	_____
E-mail:	_____
Date:	_____

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FOR**

**EQUIPMENT RENTAL  
FROM MAY 1, 2016 TO APRIL 30, 2017**

**FOR**

**THE BOROUGH OF CHAMBERSBURG**

**ISSUED**

**MARCH 9, 2016**

Bids for **EQUIPMENT RENTAL FROM MAY 1, 2016 TO APRIL 30, 2017** as covered by the attached Specifications must be received by Town Council of the Borough of Chambersburg before **10:00 a.m.**, legal time, **APRIL 5, 2016** at the office of the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201.

**TOWN COUNCIL OF THE BOROUGH OF CHAMBERSBURG**

For further information:

David C. Finch  
Assistant Borough Manager/Public Works Director  
717-261-3200

## **NOTICE – SEEKING BIDS**

The Borough of Chambersburg is accepting sealed bids for:

### **EQUIPMENT RENTAL FROM MAY 1, 2016 TO APRIL 30, 2017**

A complete proposal packet may be obtained from:

Jamia L. Wright, Borough Secretary  
Borough of Chambersburg  
100 South Second Street  
Chambersburg, PA 17201  
Phone: (717) 261-3254

The Town Council intends to award a contract to the overall lowest responsible bidder for each item, as determined by Town Council in the best interest of the Borough of Chambersburg and reserves the right to enter into separate agreements for the various rented items included in this Bid to separate bidders. A non-collusion affidavit is required for this Bid.

There will be no Pre-Bid Conference. Performance, Payment and Bid Bonds are not required for this Bid or Agreement.

Bids shall be submitted only on the enclosed Bid Form included in the Bidding Documents. While Bidders may make comments to clarify their bid, **Bidders cannot change, modify, delete or make additions to the wording to any of the Bidding Documents, including the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a bid may be cause for rejection of the bid.** Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

The Town Council of the Borough of Chambersburg reserves the rights to reject any or all bids; to waive any defects, errors, omissions, irregularities or informalities in a Bid or the Bid procedure; and to accept any Bid which it may deem to be for or in the best interest of the Borough of Chambersburg.

Bids will be received at the above address until **10:00 AM, on APRIL 5, 2016**. Any Bid received after said date and time will be returned unopened. All bids must be in a sealed envelope clearly marked **"Bid for Borough of Chambersburg"**, bearing the name of the bidder and **"EQUIPMENT RENTAL FROM MAY 1, 2016 TO APRIL 30, 2017"**. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **"BID ENCLOSED"** on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary.

Bids may be taken under advisement and the award of the contract, if awarded, will be made within sixty (60) days after the date of the opening Bids. The Bidder acknowledges and agrees that any submitted Bid shall be firm for the duration of period herein. The Town Council reserves the rights to formally accept a Bid and award one or more Contracts by public announcement at a regular meeting of the Town Council.

The Borough of Chambersburg is an Equal Opportunity Employer. Minority and women owned business and those defined as SERB's under State regulations are encouraged to submit proposals.

## **INSTRUCTIONS TO BIDDERS**

### **1. Project Overview**

The Borough of Chambersburg (the "Borough") is seeking Bids from qualified Bidders for the general procurement of: **Equipment Rental from May 1, 2016 to April 30, 2017** (i.e. "Equipment Rental") (the "Equipment" or "Goods"), as further described in the Specifications herein.

In general, the Borough (also referred to as the "Lessee") may be required to rent or lease certain equipment for various Borough projects. With this Bid, the Borough is requesting rental prices for certain equipment from May 1, 2016 to April 30, 2017 for said equipment to be operated either the Lessor or by Borough-employed operators.

The Borough intends to award a Contract for each item Bid to the lowest responsible bidder (the "Primary Bidder") as well as a First Alternate and Second Alternate, if available.

### **2. Bidding Documents**

The Bidding Documents include the following documents:

- Notice / Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Proposal
- Receipt of Confirmation of Bidding and Contract Documents
- Agreement
- Specifications
- W-9 Form
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)

### **3. Copies of Bidding Documents**

A complete set of Bidding Documents may be obtained by the Bidder at:

Borough of Chambersburg, 100 S. Second Street, Chambersburg, PA 17201.

The Bidding Documents may also be obtained electronically at [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us). All prospective bidders who obtained the Bidding Documents electronically must fax a "Receipt of Confirmation" form no later than 8:00 AM on APRIL 5, 2016 to Jamia Wright at (717) 264-0224.

Complete sets of the Bidding Documents shall be used in preparing the Bid. The Borough does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

### **4. Lessor**

The Successful Bidder will be known as the Lessor. The Successful Bidder to whom a contract is awarded will enter into a lease agreement and shall be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable Borough ordinances, rules and

regulations. The Borough reserves the right to award separate lease agreements for the various Goods included in this Bid to separate bidders.

**5. Qualifications of Bidders**

At the Borough's request, a Bidder may be required to provide the Borough with at least three (3) references for similar work or product with applicable contact information within five (5) calendar days after the Bid opening date. These references shall verify that the Bidder has successfully delivered or performed similar projects or commodities.

Each Bid must contain evidence of Bidder's qualification to do business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to and as a condition of the award for the Contract.

No Bid will be accepted from, nor will any contract be awarded to, any person who is in arrears with the Borough upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said Borough or whose work has heretofore proved unsatisfactory or dilatory.

**6. Interpretations and Addenda**

Any questions or requests for interpretation of any provision of the Bidding Documents or Specifications shall be made to David C. Finch, Assistant Borough Manager / Public Works Director, at [d Finch@chambersburgpa.gov](mailto:d Finch@chambersburgpa.gov) or 717-261-3200 at least seven (7) days prior to the submission deadline.

The Borough may issue an Addendum, if deemed necessary by the Borough, to address or clarify the Bidding Documents prior to the submission deadline. Questions received after seven (7) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations or clarifications will not be binding or legally effective. A Bidder who fails to acknowledge receipt of any such Addendum with its Bid, as documented in a "Receipt of Addenda" form will be construed as though the Addendum had been received and acknowledged.

**7. Security**

Performance, Payment or Bid Bonds are not required for this Bid or Contract.

**8. Proposal Form**

The Bidder may bid on one (1) or more items listed on the Proposal Form: bidding on all items is not required. Pricing will remain fixed from May 1, 2016 through April 30, 2017. The Bidder may bid on equipment where the Successful Bidder provides an operator (Section A) and / or without an operator (Section B). The Bidder may choose to provide bids for daily, weekly and monthly rates. For any item bid, the Bidder is required to include the amount of that particular piece of equipment the Bidder has in its inventory and able to provide ("Inventory Amount"). The Bidder will not be responsible for providing any equipment in an amount greater than the Inventory Amount on the Proposal Form.

The Bid price of each item on the Proposal form must be stated in numerals and, if required, in words. Subject to the Borough's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.

The Proposal Form of an individual must be signed by the individual person. The Bid of a partnership must state the names of each partner and it must be signed by at least one partner. The Bid of a corporation must show the State of incorporation and must be signed by the President, Vice President, or any other employee duly authorized pursuant to a corporate resolution. The Bid of an LLC must show the State of Incorporation and must be signed by an authorized member for the LLC. Bids signed by

employees other than the President or Vice President shall include a resolution demonstrating that employee is indeed authorized to act on behalf of and to bind the corporation.

All names must be typed or printed below each signature. Bid prices shall be inclusive and shall include, if applicable, all taxes of whatever nature applicable to the Goods.

The following should be considered by Bidder with Bid submission:

**Tax:** Pennsylvania sales tax is not to be included in the bid. Tax exemption certificate will be furnished to the Lessor. The Borough is sales tax exempt. However, the Lessor is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this Agreement. Bidder shall obtain legal advice to determine how and to what extent the Borough's tax exemption may be utilized by the Lessor. The Borough will provide, at the Lessor's request, documentation required to obtain applicable tax exemptions.

**Shipping and Delivery:** Equipment may be delivered by the Borough to various jobs sites, which shall be within a fifteen (15) mile radius from Chambersburg City Hall, 100 South Second Street, Chambersburg PA 17201. Lessor can expect that the Point of Destination shall be within the Borough limits for the majority of projects. The Borough reserves the right to reasonably change a location if it is in the best interest of the Borough.

If delivery is requested, the Lessor shall deliver the Goods and/or Equipment, select the carrier, and bear all costs of packaging, transportation, insurance, special handling, and any other cost associated with shipment and delivery. Delivery of each Good and/or Equipment is F.O.B. (prepaid) to the Point of Destination. The Borough reserves the right to reject Goods and/or Equipment delivered late. The Lessor may only deliver Goods and/or Equipment as authorized in the Contract and only after the receipt of a purchase order or other authorized document from the Borough.

Additional Delivery requirements may be contained in the Specifications.

9. **Submission of Bids**

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the bidder and **"EQUIPMENT RENTAL FROM MAY 1, 2016 TO APRIL 30, 2017"**. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary. The Bidder is solely responsible for delivering Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice.

The following completed documents are to be submitted with the Bid and will become a condition of the Bid:

- Proposal
- Bidder Affidavit
- Non-Collusion Affidavit
- Receipt of Addenda (if applicable)

Bidders may provide comments to clarify or describe their technical offer, **but Bidders cannot change, modify, alter, amend, delete or make additions to the wording to any of the Bidding Documents, including but not limited to the Agreement, General Conditions, or the Proposal form. Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause**



**for rejection of the bid.** Any questions regarding the Bidding Documents shall be submitted as a request for interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, including any Addenda or Memorandum and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods and/or Equipment, visit the Point of Destination to become familiar with the local conditions;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or the furnishing of Goods and/or Equipment;
- D. carefully study and correlate the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination, with the Bidding Documents;
- E. promptly give the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Borough is acceptable to Bidder; and
- F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and/or Equipment.

**10. Modification and Withdrawal of Bids**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State, or local laws and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid, if bid security is required.

**11. Bids to Remain Subject to Acceptance**

Bids shall remain open for a period of sixty (60) days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of one hundred twenty (120) days from the date of Bid opening. The Borough will either award the Contract within the applicable time period or reject all Bids, returning the Bid security to the Bidders. Thirty (30) day extensions of the date for the award may be made by the mutual written consent of the Borough and the apparent Successful Bidder.

**12. Award of Contract**

The Borough reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder, if the Borough believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Borough. The Borough also reserves the right to waive all irregularities or

informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Furthermore, the Borough reserves the right to award separate contracts for the various Goods and/or Equipment included in this Bid to separate Bidders.

The Borough will correct discrepancies in Bidder's mathematical totals. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

In evaluating Bids, the Borough may conduct such investigations as the Borough deems necessary or desirable to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders to perform and furnish the Goods and/or Equipment in accordance with the Bidding Documents to the Borough's satisfaction within the prescribed time. The Borough reserves the right to interview Bidders.

If the Contract is to be awarded, the Borough will give the apparent Successful Bidder a Notice of Intent to Award.

The Successful Bidder is required to complete an Internal Revenue Service Form (W-9) providing the bidder's taxpayer identification number (TIN), address, and, if applicable, certification regarding backup withholding prior to and as a condition of the award of the Contract. The Borough may waive this provision in the event the Borough is in possession of an accurate and up to date W-9 form.

### **13. Signing of Agreement**

When the Borough gives a Notice of Intent to Award to the apparent Successful Bidder, it will be accompanied by three (3) unsigned counterparts of the Agreement (each with a copy of the Bid submission) and the W-9 Form. Within fifteen (15) days thereafter, apparent Successful Bidder shall sign and deliver to the Borough the three (3) signed counterparts of the Agreement along with a completed W-9 form and insurance certificates. The Contract and Agreement may be cancelled, at the sole and absolute discretion of the Borough, if the apparent Successful Bidder does not execute, and deliver to the Borough the Agreement, W-9 form and insurance certificates, within fifteen (15) days from the date of the Notice of Intent to Award.



## **GENERAL TERMS AND CONDITIONS**

### **1. Labor and Equipment**

The Lessor agrees to furnish all tools and equipment and to pay any and all costs and expenses necessary for or in connection with, the Equipment, Goods or other deliverables to be supplied hereunder in consideration of the payments hereinafter provided to be paid to the Lessor by the Borough. The Borough may supply its own operators or may ask the Lessor to supply its own operators, as indicated in the Specifications.

### **2. Inspection of Work or Equipment, Goods, Acceptance**

The Borough reserves the right to inspect the Lessor's Equipment, Goods, or other deliverables, and direct changes to the Lessor's methods and procedures within the scope of the Contract. Periodic inspections may be performed by the Borough or its agents. The Lessor shall allow the Borough reasonable time to perform such inspections or tests. The Borough shall give prompt notice to the Lessor as to whether the Equipment, Goods or other deliverables appear to be conforming or non-conforming on the basis of any inspections or testing of conformity.

### **3. Termination and Suspension**

The Borough may terminate the Contract for cause upon twenty four (24) hours written notice to the Lessor should the Lessor fail to comply with any of the provisions of the Contract Documents, including but not limited to failure to deliver the specific Equipment and/or Goods within the timeframe or in the specific amount as established in the Specifications.

Notwithstanding the foregoing, the Borough may terminate the Contract without cause and without prejudice to any other right or remedy of the Borough upon ten (10) days' written notice to Lessor.

Lessor may only terminate the Contract in the event the Borough is in default and fails to cure said default within thirty (30) days from the date the Borough receives written notice from Lessor, which said notice shall set forth the alleged default.

In the event that the Borough terminates the Contract as provided for herein, Lessor agrees that Lessor shall not be entitled to, and shall not be paid, an amount of loss of anticipated profits or revenue or other economic loss arising out of and/or resulting from such termination. Lessor agrees that its sole remedy shall be payment for services rendered prior to termination of the Contract, provided however that the Borough may offset any amount owed to Lessor for services rendered by Lessor prior to termination for any damages, and/or costs suffered and/or incurred by the Borough as a result of any breach or failure by Lessor.

The Borough has the right to suspend performance of the Contract, at any time and without cause, by written notice, upon which the Lessor shall be entitled to an increase in the contract time and contract price caused by the suspension, if any, as determined by the Borough in its sole and absolute discretion.

### **4. Warranty**

The Lessor shall warrant and guarantee that such Equipment, Goods or other deliverables supplied will be of merchantable quality and fit for the ordinary purposes for which such Equipment, Goods or deliverables are used. The Lessor shall warrant and guarantee that such Equipment, Goods or deliverables shall conform to the Specifications herein.

With respect to breach of warranty claims by the Borough, the Borough shall provide the Lessor with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach of warranty has occurred. The Borough shall give the Lessor prompt notice of defects

that become apparent. The Lessor shall have ten (10) days from receipt of the written notice declaring the breach (or such longer period of time as the Borough may grant in writing) within which to cure the alleged breach. These provisions shall be in addition to all other rights and remedies available to the Borough under the Agreement and any applicable laws.

**5. Permits, Licenses, etc.**

All permits, licenses, inspections, ratings, or approvals related to the production and delivery of the Equipment or Goods, if delivered by the Lessor, are the responsibility of the Lessor and all expenses for such should be included in bid proposal.

**6. Assignment**

The Lessor shall not assign this Agreement or any portion of it without first obtaining the written consent of the Borough. The Lessor shall not obligate the Borough to make any payments to another party for, or in behalf of the Borough, without the written approval of the Borough.

**7. Invoices and Payment for Supplies or Equipment**

All payments will be processed through the Borough's standard accounts payable system. Invoices should be marked NET 30 DAYS. The invoice must include, at a minimum, the quantity and type of item plus item price.

**8. Insurance**

When the apparent Successful Bidder delivers the signed Agreement to the Borough it must be accompanied by the required insurance certificate on the latest version of the ACORD 25 Certificate of Insurance Form. All policies of insurance shown on the Certificate of Insurance shall not be cancelled or materially changed until thirty (30) days prior notice has been given to the Borough. Lessor agrees to furnish an original copy prior to signing and maintain during the term of the Agreement, or until delivery of the goods, commodities, equipment, and/or deliverables is complete and/or until the Work is completed and approved by the Borough, at Lessor's sole cost and expense, the following minimum types of insurance as specified herein.

The Lessor shall, at its sole cost and expense, maintain the following the minimum types of insurance as specified herein during the lifetime of the Agreement:

**WORKMEN'S COMPENSATION**

Statutory limit as required by the Commonwealth of Pennsylvania.

**BUSINESS AUTOMOBILE** – Covering Any Automobile (Symbol I)

Bodily Injury Liability and Property Damage Liability	\$1,000,000 (CSL)
--	-------------------

**COMMERCIAL GENERAL LIABILITY (CGL)**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Medical Expense Limit	\$ 15,000

**9. Indemnification**

The Lessor, its employees, agents, servants, and/or anyone acting under the Lessor's control and/or the Lessor's direction shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against any and all damages, costs, claims, suits, demands and expenses (including but not limited to reasonable

attorneys' fees) to the extent caused by the negligent acts, willful misconduct, errors, or omissions of the Lessor, its employees, sub-consultants, agents, servants, and/or anyone acting under the Lessor's control and/or the Lessor's direction, in the performance of the requirements of this Agreement. The Lessor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of the Lessor or its employees, agents, servants, and/or anyone acting under the Lessor's control and/or the Lessor's direction. If the Lessor is successful in defending such a lawsuit, then the Borough will reimburse the Lessor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et seq.* and in accordance with such limits of liability set forth in the Act. This Section 9 shall survive the termination of the Contract.

**10. Taxes**

All taxes of whatsoever kind, nature and description payable in respect to the performance of this agreement are to be paid by the Lessor unless otherwise provided by law.

**11. Disputes**

Before any litigation is brought pursuant to this Contract, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the president judge of the Court of Common Pleas in and for Franklin County, Pennsylvania, will be requested to appoint such mediator. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

**12. Compliance with Laws**

The furnishing of Equipment and/or Goods under this Agreement shall conform to all applicable federal, state, and local laws, including but not limited to the Antibid-Rigging Act, 62 Pa.C.S.A §4501, *et seq.*

The Bidder acknowledges that any information received by the Borough may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.* and the Borough shall process all requests made pursuant to the Right to Know Law in accordance with the Right to Know law.

### **NON-DISCRIMINATION**

During the term of the Contract, the Lessor agrees as follows:

- A. Lessor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability. Lessor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Lessor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- B. Lessor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- C. Lessor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Lessor.
- D. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that contract has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Lessor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Lessor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, Lessor shall then employ and fill vacancies through other non-discrimination employment procedures.
- F. Lessor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Lessor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Lessor may be declared

temporarily ineligible for Commonwealth of Pennsylvania contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

- G. Lessor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to ss 49.35 (relating to information concerning compliance by contractors). If Lessor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- H. Lessor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- I. Lessor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
- K. Lessor obligations under this clause are limited to the Lessor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

### **BIDDER AFFIDAVIT**

The Specifications and all documents required by it and submitted herewith including but not limited to the Agreement, the Contract Documents, and all documents made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned Bidder hereby represents as follows:

- A. That he/she/it has carefully examined the Proposal, the Contract, and the Specifications;
  - B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under;
  - C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
  - D. That should this Proposal be accepted by the Borough of Chambersburg within sixty (60) days of the opening of bids, he/she/it will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his/her/its failure, neglect or refusal to do so, he/she/it shall forfeit to the Borough of Chambersburg any Proposal Security, not as a penalty, but as a liquidated damage.
- 

---

Name of Bidder, Corporation, Firm or Individual

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Please Print Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address of Bidder

\_\_\_\_\_  
Phone #



### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid", as used in the Affidavit, has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit, in compliance with these instructions, will result in disqualification of the bid.



## NON-COLLUSION AFFIDAVIT

Contract/Bid No. \_\_\_\_\_

**State of :**

**County of :**

I state that I am, \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

**I state that:**

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
- (5) (Name of Firm) \_\_\_\_\_ its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last four (4) years, been convicted or found liable or any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (Name of Firm) understand and acknowledges that the above representations are material and important and will be relied on by the Borough of Chambersburg in awarding the contract(s) for which this bid is submitted.

**NON-COLLUSION AFFIDAVIT CONTINUED**

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Borough of Chambersburg of the true facts relating to the submission of bid for this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Company Position)

SWORN AND SUBSCRIBED  
BEFORE ME THIS

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
(Date)

## PROPOSAL

DATE \_\_\_\_\_

**Project: EQUIPMENT RENTAL FROM MAY 1, 2016 TO APRIL 30, 2017**

### ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Borough of Chambersburg  
100 S. Second Street  
Chambersburg, PA 17201  
Attn: Jamia Wright

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Borough in the form included in the Bidding Documents to furnish the Equipment and/or Goods as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. Notwithstanding the foregoing, the Borough reserves the right to award separate lease agreements for the various Equipment or Goods included in this Bid to separate Bidders.

### ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement/Invitation to Bid and Instructions to Bidders. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Borough.

### ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents and warrants, as set forth in the Bidding Documents, that the Bidder has:

- A. examined and carefully studied the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Equipment and/or Goods, Bidder has visited the Point of Destination to become familiar with the local conditions;
- C. Bidder is familiar with and satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, or the furnishing of Equipment and/or Goods;
- D. Bidder has carefully studied and correlate the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the applicable Point(s) of Destination, with the Bidding Documents;
- E. promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Bidder; and
- F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Equipment and/or Goods.

#### **ARTICLE 4 - BASIS OF BID**

- 4.01 Bidder will furnish the Equipment or Goods as noted below in accordance with the Contract Documents at the following FIRM prices.
- 4.02 Bidder may bid on equipment where the Successful Bidder provides an operator (Section A) and / or without an operator (Section B). The Bidder may choose to provide bids for daily, weekly and weekly rates.
- 4.03 For any item bid, the Bidder is required to include the amount of that particular piece of equipment the Bidder has in its inventory and able to provide ("Inventory Amount"). The Bidder will not be responsible for providing any equipment or goods in an amount greater than the Inventory Amount on the Proposal Form.

#### **ALL BID PRICES SHALL BE FIRM FOR THE CONTRACT PERIOD**

##### **SECTION A (with Operator)**

1. Crawler-Backhoe (Hydraulic)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 20,000 lbs.				
b. 20,000 - 36,000 lbs.				
c. 36,000 - 48,000 lbs.				
d. 48,000 - 60,000 lbs.				
e. 60,000 - 75,000 lbs.				
f. 75,000 - 100,000 lbs.				
g. Over 100,000 lbs.				
2. Graders	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. 20,000 - 40,000 lbs.				
b. Over 40,000 lbs.				
3. Vibratory Compactors	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 12,000 lbs.				
b. 12,000 - 28,000 lbs.				
c. 28,000 - 50,000 lbs.				
d. Over 50,000 lbs.				
4. Motor Scraper (Self-propelled)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. 12 - 16 c.y.				
b. Over 16 c.y.				
5. Elevated Motor Scraper (Self-propelled)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 15 c.y.				

<b>6. Tractor (Crawler with Hydraulic Dozer)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. Up to 70 Flywheel HP				
b. 70 - 80 HP				
c. 80 - 90 HP				
d. 90 - 110 HP				
e. 110 - 175 HP				
f. 175 - 240 HP				
g. 240 - 315 HP				
h. Over 315 HP				
<b>7. Tractor (Crawler with Hydraulic Loader)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. Up to 1.25 c.y. GP Bucket				
b. 1.25 - 2.25 c.y.				
c. 2.25 - 3.00 c.y.				
d. Over 3 c. y. with ripper				
<b>8. Tractor, Rubber-Tired (with 4WD)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. Up to 1.75 c.y. GP Bucket				
b. 1.75 - 3.00 c.y.				
c. 3.00 - 4.25 c.y.				
d. 4.25 - 6.25 c.y.				
e. Over 6.25 c.y.				
<b>9. Hydraulic Crane (Self-propelled)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. Up to 20 ton capacity				
b. 20 - 30 ton				
c. 30 - 40 ton				
d. 40 - 50 ton				
e. Over 50 ton				
<b>10. Hydraulic Impact Hammer (Does not include mounting machine and operator)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. Up to 1,000 ft/lb.				
b. 1,000 - 1,500 ft/lb.				
c. 1,500 - 3,000 ft/lb.				
d. 3,000 - 5,000 ft/lb.				
e. Over 5,000 ft/lb.				

<b>11. Concrete Pavement Saw (Self-Propelled)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. Minimum cut depth 12" w/water				
<b>12. Dump Truck (Single Axle Standard Body and License Weight)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. Up to 20,000 lbs.				
b. 20,000 - 26,000 lbs.				
c. 26,000 - 32,000 lbs.				
d. Over 32,000 lbs.				
<b>13. Dump Truck (Single Axle Rock Body and Licensed Weight)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. 26,000 - 32,000 lbs.				
b. Over 32,000 lbs.				
<b>14. Dump Truck (Tandem Axle Standard Body and Licensed Weight)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. Up to 52,000 lbs.				
b. Over 52,000 lbs.				
<b>15. Dump Truck (Tandem Axle Rock Body and Licensed Weight)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>NUMBER IN INVENTORY</b>
a. Up to 52,000 lbs.				
b. Over 52,000 lbs.				
<b>16. Dump Truck (Tri-Axle Standard Body and Licensed Weight)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. 73,280 lbs.				
<b>17. Dump Truck (Tri-Axle Rock Body and Licensed Weight)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. 73,280 lbs.				
<b>18. Flat Bed Trucks (Licensed Weight)</b>	<b>PER HOUR</b>	<b>PER 8 HOUR DAY</b>	<b>PER 7 DAY WEEK</b>	<b>INVENTORY AMOUNT</b>
a. Over 21,000 lbs.				



19. Tractor Truck (Tandem Axle and Low Bed Trailer and Licensed Weight)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. 80,000 lbs.				
20. Tandem Tractor Truck (Tandem Axle and Low Bed Trailer and Licensed Weight)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. 80,000 lbs.				
21. Tri-Axle Truck (Tri-Axle and Low Bed Trailer and Permitted Weight)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. 136,000 lbs.				
22. Tri-Axle Tractor (Five-Axle and Low Bed Trailer and Permitted Weight)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. 188,000				
23. Rubber Tired Tractor with Front End Loader (Backhoe and Plumbing for Impact Hammer)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 14' rear digging depth				
b. 14 - 16' rear digging depth				
c. 16 - 17' rear digging depth				
d. Over 17' rear digging depth				
23A. Rubber Tired Skid Loader	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
24. Gradall/Hydraulic Rotating Bucket Equivalent	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 200 hp				
b. Over 200 hp				
25. Air Compressor	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. 600 cfm				
b. 750 cfm				
c. Over 750 cfm				



26. Air Trac (Self-propelled)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 14' mast				
b. Over 14' mast				
c. Over 14' mast w/auto stl. chan.				
27. Trenchers Chain Utility	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 6' digging depth				
b. Over 6' digging depth				
28. Licensed Blaster with State approved portable magazines, seismograph, and blasting insurance naming Borough as additional insured	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT

#### **SECTION B (Without Operator)**

1. Air Compressors	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 150 cfm				
b. 150 - 600 cfm				
C. 600 - 800 cfm				
d. Over 800 cfm				
2. Rubber Tired Tractor (with 4WD Drive Loader)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 1.75 c.y. GP Bucket				
b. 1.75 - 3.00 c.y.				
c. 3.00 - 4.00 c.y.				
3. Dump Truck (Single Axle and Licensed Weight)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 20,000 lbs.				
b. 20,000 - 32,000 lbs.				
c. Over 32,000 lbs.				
4. Flat-Bed Truck (Single Axle and Licensed Weight)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Over 21,000 lbs.				

5. Rubber Tired Tractor with Backhoe-Loader	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 14' digging depth				
b. 14 - 16' digging depth				
c. 16 - 17' digging depth				
d. Over 17' digging depth				
6. Graders	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. 26,000 - 40,000 lbs.				
b. Over 40,000 lbs.				
7. Mechanical Tampers (Gas Operated)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
8. Vibratory Compactor	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Up to 12,000 lbs.				
b. 12,000 - 28,000 lbs.				
c. 28,000 - 50,000 lbs.				
d. Over 50,000 lbs.				
9. Pumps	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. 2"				
b. 3"				
c. 4"				
d. 6"				
10. Concrete Pavement Saw (Self-propelled)	PER HOUR	PER 8 HOUR DAY	PER 7 DAY WEEK	INVENTORY AMOUNT
a. Minimum 12" cut				
11. Blasting Mat	PER DAY			
a. Up to 50'				
b. 50 - 110'				
c. Over 110'				

## SECTION C

	PER HOUR		
1. Supervisor with Pickup Truck And Cell Phone			
2. Equipment Operator			
3. Laborer with Hard Hat and Safety Equipment			
4. Concrete Median Barrier (PennDOT approved, set in place)	PER Day	PER Week	PER Month
a. Per lineal foot, per day			
b. Per lineal foot, per week			
c. Per lineal foot, per month			

### **ARTICLE 5 — TIME OF DELIVERY**

- 5.01 Bidder agrees that the time for furnishing of Equipment and/or Goods, following placement of an order by the Borough, will conform to the schedule set forth in the Specifications.

### **ARTICLE 6 - ATTACHMENTS TO THIS BID**

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Non-Collusion Affidavit and Bidder Affidavit.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

The undersigned does further declare that the statements and representations made in this Proposal are true in every respect and that said Proposal is in all respects fair and made without collusion or fraud, and that no member of the Borough Council or any agent or employee of the Borough directly, or indirectly is interested in this Proposal, or in any portion of the profits expected to accrue therefrom.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Name of person familiar with proposal

Phone number \_\_\_\_\_

State of Incorporation (for Corporations) \_\_\_\_\_

## **EQUIPMENT LEASE AGREEMENT**

**THIS EQUIPMENT LEASE AGREEMENT** (hereinafter the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_ 2016 (the "Effective Date") by and between the Borough of Chambersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal address of 100 South 2<sup>nd</sup> Street, Chambersburg, Pennsylvania 17201 (hereinafter the "Lessee") and \_\_\_\_\_ (hereinafter the "Lessor").

### **WITNESSETH**

**WHEREAS**, Lessee has authorized the rental of certain equipment from time to time; and

**WHEREAS**, Lessor has submitted to Lessee a Proposal for:

#### **Equipment Rental from May 1, 2016 to April 30, 2017**

in conformity with the terms, conditions and provisions of the Bidding Documents, including but not limited to the Specifications, Bidder's Proposal and any other documents related to the Proposal as amended, written amendment(s), change order(s), and any other documents related to the Leased Equipment as defined herein (hereinafter "Contract Documents") are incorporated herein by reference; and

**WHEREAS**, Lessee desires to lease certain equipment and/or goods from Lessor; and

**WHEREAS**, Lessee and Lessor desire to enter into this Agreement in order to delineate each party's duties and obligations to one another.

**NOW THEREFORE**, in consideration of the requirements, terms, and conditions of the said Bidding Documents and mutual promises and covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

1. The Recitals set forth above are incorporated herein by reference and made a part of this Agreement. The parties hereto recognize that the Contract Documents, as hereinafter defined, are the basis of this Agreement and are an integral part of this Agreement and the parties accept the same, and declare that there are no understandings, representations or promises, written or verbal, having any bearing on this Agreement which are not expressed in said Contract Documents, Lessor's Proposal, and/or written in this Agreement.

The Contract Documents include the following documents issued under the title "Specifications and Contract Documents for Equipment Rental from May 1, 2016 to April 30, 2017", including but not limited to Notice / Advertisement, Instructions to Bidders, General Terms and Conditions, Non-Discrimination Notice, Bidder Affidavit, Non-Collusion Affidavit, Proposal, Receipt of Confirmation of Bidding and Contract Documents (if applicable), any and all Addenda (if applicable), Receipt of Addenda (if applicable), the Lessor's Proposal, Agreement, Specifications, W-9 Form, Certificates of Insurance, any required attachments or written amendment(s) and Notice(s) to Proceed (hereinafter collectively the "Contract Documents"), which documents are incorporated into this Agreement by reference.

2. In the event an order is placed by Lessee, Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease and rent from Lessor the personal property and equipment from time to time as more fully set forth on Exhibit "A", the "Equipment Tab Sheet"(hereinafter "Leased Equipment").

3. The term of this Agreement shall commence on May 1, 2016 (hereinafter "Commencement Date") and terminate on April 30, 2017 (hereinafter "Termination Date").
4. Lessee shall pay a lease rental payment according to the price(s) as set forth by Lessor in the Proposal to Lessee and as listed in Exhibit "A". Lessee shall make payments in accordance with the payment terms as set forth in the Contract Documents. The parties agree that the above payment structure is in accordance with the Proposal submitted by Lessor.
5. From time to time Lessee may place an order for Leased Equipment to be leased during the Term of this Agreement in accordance with the Contract Documents. Lessor shall deliver or make available for pick-up the particular Leased Equipment to Lessee.
6. Lessor shall inspect the Leased Equipment prior to delivery to Lessee and confirm that all Leased Equipment is in full conformity with the Contract Documents, including but not limited to the Specifications and Proposal. Upon delivery of the Leased Equipment to Lessee, Lessee shall have a reasonable time but not to exceed five (5) days to inspect the Leased Equipment to ensure that the Leased Equipment is in full conformity with the Contract Documents. In the event that Lessee determines in its sole and absolute discretion that any Leased Equipment is not in full conformity, Lessor shall take any and all steps necessary to bring the Leased Equipment into conformity with the Contract Documents as determined by Lessee in its sole and absolute discretion, including but not limited to replacing the Leased Equipment.
7. In the event the Leased Equipment is to be delivered by Lessor, the particular Equipment shall be delivered to the applicable Point of Destination and ready for the Lessee's receipt of delivery, on or prior to the delivery time as set forth in Paragraph 5, as indicated in the Contract Documents for that particular Equipment, contingent upon placement of order by Lessee. Lessee shall pay Lessor for furnishing the Equipment in accordance with the Contract Documents and according to prices as listed in Exhibit "A".
8. Lessor shall at all times retain sole and exclusive title of the Leased Equipment. Lessor shall make any and all repairs to the Leased Equipment which are due to reasonable wear and tear. Lessor shall take any and all actions necessary to ensure that there is no lapse in usage of any Leased Equipment by Lessee including but not limited to providing a replacement of the Leased Equipment during times of repair unless the repairs are due to the negligence and/or tortious actions of Lessee. Lessee shall only be responsible for any and all repairs due to the negligent acts and/or intentional tortious actions of Lessee. Lessee shall not in any manner represent that Lessee is the owner of the Leased Equipment nor shall Lessee do anything to impair and/or destroy Lessor's rights in and to the Leased Equipment.
9. Lessee agrees that it:
  - a. Shall conform and comply with all laws and regulations relating to the possession and use of the Leased Equipment, and it agrees to hold Lessor harmless against actual and/or asserted violations against Lessee unless brought by Lessor;
  - b. Shall not part with possession and/or control of the Leased Equipment, or sell or attempt to sell or pledge, mortgage, or otherwise encumber any of such Leased Equipment or any interest under this Agreement without Lessor's prior written consent;
  - c. On or before the Termination Date, Lessee shall return the Leased Equipment to Lessor in the same condition received less normal depreciation and reasonable wear and tear. At the expiration of the particular rental period, Lessee shall return the Leased Equipment to Lessor in the same condition received, less normal depreciation and reasonable wear and tear. Lessor shall notify Lessee in writing of any defect with the Leased Equipment within fifteen (15) days of Lessor returning said Leased Equipment to Lessor. At the expiration of the fifteen (15) days set forth in



this subsection (c) and not receiving written notification of any defect from Lessor, Lessee shall be released of any and all liability regarding the condition of the Leased Equipment;

- d. Shall be solely responsible to Lessor for any and all damage any and all damage arising from the misuse of the Leased Equipment and/or from any negligence of Lessee, its agents, servants, workmen, or employees; and
- e. Shall use the Leased Equipment only in the regular course of its business.

- 10. Lessor agrees that it:
  - a. Shall be solely responsible and make any and all repairs, modifications, replacements, and/or alterations to the Leased Equipment unless said repairs, modifications, replacements, and/or alterations are due to the negligence and/or misuse of the Leased Equipment by Lessee; and
  - b. Shall conform and comply with all laws and pay all license, registration fees and similar charges imposed on the possession or use of the Leased Equipment during the term of this Lease Agreement.
- 11. Lessee shall not assign and/or encumber this Agreement or any of Lessee's rights hereunder without Lessor's prior written consent, which shall not be unreasonably withheld.
- 12. No agreement of sale or agreement to sell the Leased Equipment is intended hereby.
- 13. The terms, provisions and obligations set forth herein shall inure and be binding upon the parties hereto, their respective successors and assigns.
- 14. Any Leased Equipment provided, with or without an operator by Lessor, is provided as independent contractors. Nothing in this Agreement shall be considered and/or be construed as a relationship of employer and employee between the parties. The parties acknowledge and agree that the relationship created herein is one of Lessor and Lessee.
- 15. Lessor shall submit invoices to Lessee in accordance with the General Terms and Conditions as set forth in the Contract Documents.
- 16. Lessor warrants and represents as follows:
  - a. That it has examined and carefully studied the Contract Documents and that it understands and agrees with all terms, provisions, and/or obligations set forth herein and the Contract Documents;
  - b. That the Leased Equipment is in conformity with the Contract Documents and that all Leased Equipment is current with any and all permits, certificates, and/or licenses issued by any and all applicable governmental agency;
  - c. That it is in good standing and authorized to conduct business in the Commonwealth of Pennsylvania;
  - d. That it is in compliance with all federal, state, and local laws; and
  - e. That the undersigned individual is authorized to sign this Agreement on its behalf and to bind it to the terms, provisions, and obligations set forth herein.
- 17. Lessee warrants and represents as follows:



- a. That it is a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania;
  - b. That it is authorized by proper action to enter into this Agreement; and
  - c. That the undersigned individual is authorized to sign this Agreement on its behalf and to bind it to the terms, provisions, and obligations set forth herein.
20. Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in the Court of Common Pleas in and for Franklin County, Pennsylvania if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.
21. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute, the parties agree that, upon the conclusion of mediation as set forth in Paragraph 20 above, sole and exclusive jurisdiction and venue shall be in the Court of the Common Pleas in and for Franklin County, Pennsylvania.
22. This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. This Agreement cannot be modified, except by a written document signed by the parties hereto. Town Council's approval at a public meeting shall be required to amend this Agreement unless otherwise delegated to its designees.
23. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
24. No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or unless otherwise stated herein. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof. Notwithstanding the foregoing, Lessor waives any and all claims to consequential, incidental, compensatory or punitive damages that may arise out of and/or resulting from this Agreement, including but not limited to loss of anticipated profits or revenue or other economic loss in the event this Agreement is terminated. Further, Lessor agrees that Lessor's sole remedy for any claim arising out of or relating to this Agreement shall be payment for Leased Equipment leased by Lessee prior to any termination of the Agreement; provided however, that the Borough may offset any amount owed to the Lessor for services rendered by Lessor prior to termination of the Agreement for any damages, and/or costs suffered and/or incurred by the Borough as a result of any breach or failure by Lessor.
25. Lessor shall not discriminate against any employee, applicant for employment, or any person seeking the services of Lessor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

26. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date first above written.

**(If Lessor is an Individual)**

_____ Signature of Witness	_____ Signature of Individual
	Trading and doing business as:
	_____ Name of Business
	_____ Address of Business

**(If Lessor is a Partnership - All General Partners Must Sign)**

	_____ Name of Partnership
	_____ Address of Partnership
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner

**(If Lessor is a Corporation)**

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of  
President or Vice President

Attest:

**BOROUGH OF CHAMBERSBURG**

100 South 2<sup>nd</sup> Street  
Chambersburg, PA 17201

\_\_\_\_\_  
Jamia L. Wright

\_\_\_\_\_  
Allen B. Coffman

Borough Secretary

President of Town Council

**END OF AGREEMENT**

## **SPECIFICATIONS**

### **Scope**

This Bid and Agreement only covers items (Equipment and/or Goods) procured directly by the Borough and does not include equipment procured by a general contractor for use on Borough projects. It is to be understood that no specific quantities are contracted for.

### **Primary and Alternate Bids**

- The Borough intends to award a contract to the lowest responsible bidder (the "Primary Bidder") for each particular item (Equipment and/or Goods) under this bid as well as First and then Second Alternates, if available.
- For any item bid, the Bidder is required to include a current amount of that particular item owned by the Bidder that the Bidder desires to make available to the Borough (the "Inventory Amount"). The Primary Bidder, First Alternate, and Second Alternates are only responsible for providing the Inventory Amount as indicated on their Proposal Form and will not be responsible for providing any equipment in an amount greater than the Inventory Amount on the Proposal Form.
- The Borough shall first attempt to procure the item from the Primary Bidder in the amount needed, then the First Alternate and then Second Alternate.
- In requesting equipment, the Borough may procure items in an amount greater than the amount indicated on the Proposal Form.

### **Conformity**

All items supplied must meet all federal, state, and local standards, laws and regulations for quality and safety requirements. Equipment and/or Goods not meeting these conditions will be deemed unacceptable and may be returned to the Lessor at no charge to the Borough.

### **Equipment to be rented**

Bidder may bid on equipment where the Successful Bidder provides an operator (Section A) and / or without an operator (Section B). The Bidder may choose to provide bids for daily, weekly and weekly rates.

#### **Section "A"**

All equipment listed under Section "A" to be fueled, maintained, and operated by the Lessor. Rental charges shall be made for all working hours, days or weeks when the equipment is assigned to, and available for usage to the Borough. Prices quoted shall be firm prices and include all charges such as required permits, etc.

The Borough's authorized representative will notify the lessor as to the time of termination of the rental period, at which such stated time the rental charges will cease and the equipment will be available to the lessor.

#### **Section "B"**

All equipment listed under Section "B" to be operated by qualified Borough-employed operators and to be fueled and maintained by the Lessor. The hours of usage are to be determined by the Borough Engineer, or authorized representative.

### **Other Items**

Although it is the intention of the Borough to rent any such items it may need during the specified period from the Primary Bidder, First Alternate, and Second Alternates, the Borough is not obligated to rent any of said items from such bidder(s) and may rent items from others in the event an item is not available at the time or in the amounts as needed by the Borough.

**Fueling**

The Borough shall not be responsible for fueling or fueling costs. Any and all costs related to fueling shall be included in the firm price for the particular equipment. The Lessor may authorize the Borough to fuel their equipment, which the amount of any such fueling by the Borough credited to the Borough.

**Supply Time**

For various projects, the Borough will place orders for items in certain quantities and for certain durations prior to project need. The Lessor shall make available the contracted items in the quantities requested on or before the requested date, barring delays beyond the control Lessor. In the event the Lessor cannot supply all or some of the requested items, the Borough may choose to secure items from another vendor and the Lessor may be responsible for any cost difference incurred by the Borough if the items must be rented from another vendor. Notwithstanding the foregoing, the Lessor shall not be responsible for any cost difference in the event the Borough requests certain items within forty-eight (48) hours from order placement.

**Delivery**

Goods and/or Equipment may be delivered by the Borough to various jobs sites (the "Point of Destination") or the Borough may choose to pick-up items at the Lessor's facility. The Point of Destination may vary from time to time but shall not be more than a fifteen (15) mile radius from Chambersburg City Hall, 100 South Second Street, Chambersburg PA 17201. Lessors can expect that the Point of Destination shall be within the Borough limits for the majority of projects.

**END OF SECTION**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional) <b>Borough Of Chambersburg</b> <b>100 South Second Street</b> <b>Chambersburg, Pa 17201</b>
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			
Employer identification number										
			-							

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.



**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>4</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.